



METROPOLITAN
TRANSPORTATION
COMMISSION

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
E-MAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Scott Haggerty, Chair
Alameda County

Adrienne J. Tissier, Vice Chair
San Mateo County

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June 28, 2010

**REQUEST FOR PROPOSAL
REGIONAL TRANSPORTATION
EMERGENCY MANAGEMENT PLAN (RTEMP)
EXERCISES AND EMERGENCY PREPAREDNESS
Letter of Invitation**

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to design, conduct and evaluate region-wide transportation emergency preparedness exercises and undertake emergency preparedness activities for a three-year period beginning in September 2010.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Responses to the RFP should be submitted according to the instructions outlined herein.

Proposal Due Date

Interested firms must submit an original and six (6) hard copies of their proposal by **4:00 p.m., August 5, 2010. Proposals received after that date and time will not be considered.** A submitted proposal shall be considered a firm offer to provide the services described for a period of ninety (90) days from the date of submittal.

MTC Point of Contact

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager shown below:

Nancy W. Okasaki
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700
Phone: (510) 817-5759 / Fax: (510) 817-5848
Email: nokasaki@mtc.ca.gov

Background

The Metropolitan Transportation Commission (MTC) is both the regional transportation planning agency (RTPA) and the metropolitan planning organization (MPO) for the nine-county San Francisco Bay Area - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.

Following the Loma Prieta Earthquake in 1989, MTC worked with the Bay Area's transportation agencies to develop the Trans Response Plan (TRP), which provides a coordinated, multimodal transportation response to earthquakes or other regional emergencies. More recently, MTC, in partnership with the TRP Steering Committee, has developed the Regional Transportation Emergency Management Plan (RTEMP). The RTEMP builds upon the framework of the TRP and provides more detailed definitions of roles and responsibilities of transportation agencies, as well as provides guidance for interagency coordination between County Operational Areas, and the California Emergency Management Agency (Cal EMA). The RTEMP includes annexes based on earthquake scenarios occurring on the Hayward and San Andreas Faults and a Bay Area terrorism attack on the region's transportation infrastructure. Since 1997, MTC, in collaboration with the Bay Area transportation agencies, has conducted tabletop and annual region-wide functional exercises to continue to test and enhance regional coordination in response to a regional disruption or disaster.

Scope of Work, Budget and Schedule

The primary objective of this project is to plan, design, conduct and evaluate ongoing regional transportation emergency preparedness exercises. Additional emergency preparedness tasks will be developed under Task Orders. A detailed Scope of Work is set out in *Appendix A*, which describes the specific tasks and deliverables under this RFP. In brief, the scope of this project includes:

- Design and conduct of tabletop and functional exercises based on the Regional Transportation Emergency Management Plan/Trans Response Plan (RTEMP/TRP), and the Cal EMA Regional Emergency Coordination Plan (RECP) Transportation Subsidiary Plan;
- Evaluation of emergency regional coordination and response capabilities of up to 15 transportation agencies and assistance with the implementation of identified regional improvements; and
- Assistance with development of a Continuity of Operations Plan for MTC; assistance with emergency preparedness activities for up to 20 agencies in focused areas such as paratransit emergency response planning, emergency communications procedures between dispatcher and vehicle operators, and others as defined through exercises, committee discussions, and as directed by the Project Manager.

The maximum budget for this RFP is \$500,000. This includes \$50,000 for a Task Order Budget. Funding in the amount of \$325,000 is currently available. The remaining funding (\$175,000) is contingent upon the Commission approving amendments to the agency budget and Overall Work Program.

Work under the resulting contract is expected to commence on or after September 13, 2010. The initial term of the contract will continue through September 30, 2013. The contract period includes two cycles of regional preparedness activities and exercises.

Proposers' Conference

A proposers' conference will be held on Thursday, July 15, 2010, at 2 p.m. in the Joseph P. Bort MetroCenter, 101 8th Street in Oakland, in Conference Room 171.

Notice of Addenda and Requests for Exceptions

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4:00 p.m. on July 22, 2010 to guarantee response or consideration.

Disadvantaged Business Enterprise Participation

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. CONSULTANT's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established a Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 0% for contracts entered into as a result of this RFP. Respondents are required to document their activities in the solicitation and selection of subconsultants on *Appendices D-3, D-4, and D-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see Section V.G of the RFP and *Appendix D*.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in Section IV of the RFP. Interviews, if held, will occur on Friday, August 20, 2010.

MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all proposers. Any contract award will be to the consultant that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria specified in Section IV.B.

Consultant Selection Timetable

Thursday, July 15, 2010, 2:00 p.m.
in Room 171 (on the lobby level)

Proposers' Conference

July 22, 2010, 4:00 p.m.

Closing date/time for receipt of requests for
clarification/exceptions

August 2, 2010, 4:00 p.m.	Deadline for protest of RFP provisions (see Section V.E)
August 5, 2010, 4:00 p.m.	Closing date/time for receipt of proposals
Friday, August 20, 2010	Interviews (<i>if necessary</i>)
Friday, September 10, 2010	Recommend a consultant to MTC Operations Committee
Monday, September 13, 2010	Execution of Consultant Contract (<i>approximate</i>)

General Conditions

MTC will not reimburse any proposer for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix C*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with the procedures in Section V.E of the RFP.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix C-1, Insurance Requirements*, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

As this project is funded, in part, with federal funds, the resulting contract will be subject to the federally required provisions included in *Appendix D - Department of Transportation Requirements*.

Authority to Commit MTC

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a consultant to the MTC Operations Committee, which will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your interest.

Sincerely,



Steve Heminger
Executive Director

SH: NO

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REQUEST FOR PROPOSAL

to the

METROPOLITAN TRANSPORTATION COMMISSION

for

REGIONAL TRANSPORTATION
EMERGENCY MANAGEMENT PLAN (RTEMP)
EXERCISES & EMERGENCY PREPAREDNESS

June 28, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

TABLE OF CONTENTS

I. BACKGROUND AND PROJECT DESCRIPTION.....	1
A. BACKGROUND.....	1
B. PROJECT DESCRIPTION.....	2
II. SCOPE OF WORK AND BUDGET.....	2
III. FORM OF PROPOSAL.....	2
A. TRANSMITTAL LETTER.....	3
B. TITLE PAGE.....	3
C. TABLE OF CONTENTS.....	3
D. OVERVIEW AND SUMMARY OF APPROACH.....	3
E. DETAILED WORK PLAN AND SCHEDULE.....	3
F. QUALIFICATIONS AND REFERENCES.....	3
G. COST PROPOSAL.....	4
H. CALIFORNIA LEVINE ACT STATEMENT.....	4
I. INSURANCE REQUIREMENTS.....	4
J. FEDERALLY-REQUIRED CERTIFICATIONS.....	4
IV. PROPOSAL EVALUATION.....	4
A. REVIEW FOR GENERAL RESPONSIVENESS.....	4
B. EVALUATION FACTORS.....	5
V. GENERAL CONDITIONS.....	6
A. LIMITATIONS.....	6
B. AWARD.....	6
C. BINDING OFFER.....	6
D. CONTRACT ARRANGEMENTS.....	6
E. SELECTION DISPUTES.....	7
F. PUBLIC RECORDS.....	8
G. UDBE AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION.....	8
H. PROMPT PAYMENT OF SUBCONTRACTORS.....	11
I. CONFIDENTIALITY.....	11
J. KEY PERSONNEL.....	12
APPENDIX A, SCOPE OF WORK.....	13
TASK 1 – DETAILED SCOPE OF WORK AND SCHEDULE.....	13
TASK 2-TABLETOP EXERCISES/WORKSHOP/EVALUATION REPORT.....	14
TASK 3 –FUNCTIONAL EXERCISE/AFTER ACTION REPORT & IMPROVEMENT PLAN.....	15
TASK 4 – TASK ORDER(S).....	17
APPENDIX B, COST AND PRICE ANALYSIS FORM.....	18
APPENDIX C, SYNOPSIS OF PROVISIONS IN MTC’S STANDARD CONSULTANT AGREEMENT.....	20
APPENDIX C-1, INSURANCE REQUIREMENTS.....	22
APPENDIX D, DEPARTMENT OF TRANSPORTATION REQUIREMENTS.....	24
APPENDIX D-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.....	26
APPENDIX D-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING.....	29
APPENDIX D-3, EXHIBIT 10-01 LOCAL AGENCY PROPOSER UDBE COMMITMENT (CONSULTANT CONTRACTS).....	30
APPENDIX D-4, EXHIBIT 10-02 LOCAL AGENCY PROPOSER DBE INFORMATION (CONSULTANT CONTRACTS).....	32
APPENDIX D-5, UDBE INFORMATION—GOOD FAITH EFFORTS.....	34
APPENDIX E, CALIFORNIA LEVINE ACT STATEMENT.....	37
APPENDIX F, TASK ORDER PROCESS.....	38

I. BACKGROUND AND PROJECT DESCRIPTION

A. Background

The Metropolitan Transportation Commission (MTC) is both the regional transportation planning agency (RTPA) and the metropolitan planning organization (MPO) for the nine-county San Francisco Bay Area—Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties. Following the Loma Prieta Earthquake in 1989, MTC worked with the Bay Area’s transportation agencies to develop the Trans Response Plan (TRP), which provides a coordinated, multimodal transportation response to regional emergencies. More recently, MTC in partnership with the TRP Steering Committee (committee comprised of major transportation agencies), developed the Regional Transportation Emergency Management Plan (RTEMP). The RTEMP builds upon the framework of the TRP and provides a more detailed definition of roles and responsibilities of not only the transportation agencies, but provides guidance for interagency coordination between the California Emergency Management Agency (Cal EMA), Caltrans District 4, California Highway Patrol (Golden Gate Division), the San Francisco Bay Area Water Emergency Transportation Authority (WETA), County Operational Areas, and MTC. The RTEMP/TRP is available on the MTC website <<http://www.mtc.ca.gov/planning/emergency>>.

Cal EMA, in collaboration with the cities of Oakland, San Francisco and San Jose, and the Bay Area County Operational Areas developed the Regional Emergency Coordination Plan (RECP). The RECP provides an all-hazards framework in response to emergencies in the San Francisco Bay Area. The RTEMP/TRP is a counterpart to the RECP’s Transportation Subsidiary Plan. The RTEMP/TRP provides guidance to MTC and the region’s transportation agencies on the restoration of the basic transportation services. The RECP Transportation Subsidiary Plan focus is on the Cal EMA Coastal Region and the County Operational Areas offices’ coordination of transportation resources to enable emergency response. Both plans have been tested during past state and region-wide exercises.

During a major disaster, the top priorities for emergency response agencies are protection of life and safety, followed by food and shelter. Transportation agencies may be called on to provide emergency response agencies with resources to accomplish those priorities, while also continuing to provide transportation services to meet the mobility needs of the public. This increased need for resources, combined with damage to the transportation system and disruption of normal services, creates the need to coordinate available transportation resources and prioritize efforts to restore capacity and services.

Since 1997, MTC and the Bay Area’s transportation agencies have conducted annual region-wide functional exercises to test these regional emergency plans. During the upcoming years, the exercises will need to consider strengthening procedures and protocols within individual agencies and integrating local response actions that oftentimes expand into regional interactions among the transportation agencies, paratransit service providers, Operational Areas, and REOC. Exercises will need to be designed with scenarios to address all-hazards, including health pandemics, acts of terrorism in addition to natural disasters.

B. Project Description

The primary objective of this project is to plan, design, conduct and evaluate ongoing emergency preparedness exercises to practice and test the regional transportation agencies' emergency response capabilities. Additionally, this project includes providing emergency preparedness support in focused areas such as paratransit service operations and planning, continuity of operations planning, and general outreach to educate providers and users of transportation services. In order to strengthen the relationship between the transportation agencies and emergency response agencies, the annual exercises will be coordinated to the maximum extent possible with the planning and exercises developed through the RECP and Golden Guardian exercises.

II. SCOPE OF WORK AND BUDGET

This RFP is for the design, conduct and evaluation of regional transportation emergency preparedness exercises and the provision of technical assistance in transportation emergency preparedness. A detailed Scope of Work is set out in *Appendix A*, which describes the specific tasks and deliverables under this RFP. In brief, the scope of this project includes:

- a) Development of a two-year exercise program conducted over a three-year period that will culminate in two workshops or tabletop exercises (or a combination of one workshop and one tabletop exercise) and two functional exercises;
- b) Design and conduct of workshops or regional tabletop exercises and functional exercises based on the RECP Transportation Subsidiary Plan, other regional and State emergency plans; and
- c) Evaluation of exercises and assistance with the implementation of identified regional improvements such as emergency regional coordination, communication & response capabilities, paratransit operations, continuity of operations, and other areas as defined through committee discussions or as directed by the Project Manager.

The maximum budget for this RFP is \$500,000. This includes \$50,000 for a Task Order Budget. Funding in the amount of \$350,000 is currently available for the first year of this project. The remaining funding (\$175,000) is contingent upon the Commission approving amendments to the agency budget and Overall Work Program.

Work under the resulting contract is expected to commence on or after September 13, 2010. The initial term of the contract will continue through September 30, 2013. The contract period includes two cycles of regional preparedness activities including two region-wide functional exercises and two tabletop exercises or workshops (or a combination of one workshop and one tabletop exercise) that engages multiple counties and transportation agencies in the Bay Area region.

III. FORM OF PROPOSAL

Proposers must submit an original and six (6) hard copies of their proposal, by Monday, August 2, 2010, at 4:00 P.M., to be considered. Proposal content and completeness are most

important. Clarity is essential and will be considered in assessing the proposers' capabilities. Each proposal should include:

A. Transmittal Letter

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the proposer's firm and the name, e-mail and telephone number of the Team Leader, if different from the signator. The transmittal letter should include a statement that the proposal is a firm offer to contract with MTC to perform the work according to the terms of the RFP for ninety (90) days from the due date for submission.

B. Title Page

A title page showing the RFP subject, the name of the proposer's firm, local address, telephone number, name of the Team Leader, and the date.

C. Table of Contents

A table of contents including a clear identification of the material by section and page number.

D. Overview and Summary of Approach

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken. In preparing this section, proposers should demonstrate their experience and understanding of emergency response and management, and multimodal transportation operations and planning.

E. Detailed Work Plan and Schedule

This section should include:

1. A detailed definition of the approach to completing each task in sufficient detail to demonstrate a clear understanding of the resources required to complete the project.
2. A detailed schedule, showing the expected and logical sequence of tasks, subtasks, and important milestones, with start and end dates for each task.
3. A detailed staffing plan by task for the work identified in *Appendix A*. Identify the Project Manager and all key staff by name in an organization chart, the specific tasks for which each individual will be responsible, and their estimated hours, by task.
4. The approach to managing resources and quality results, including a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised. Describe response mechanisms for dealing with problems and MTC concerns.

F. Qualifications and References

This section should include:

1. A detailed statement of the firm's qualifications and previous experience in conducting similar work, and one page resumes of the personnel the proposer intends to use to perform the project, summarizing the individual's training and experience relevant to this project. This section should demonstrate experience and expertise in all areas required to perform work described in *Appendix A*, Scope of Work. Include the resumes of key subcontractor personnel, as well.

2. A brief description (one page maximum) of three previous projects similar to the services requested, indicating the project title, timing, budget, sponsoring agency and project manager, and roles played by individuals proposed for this project. The name of the contact person, agency for whom the work was performed, telephone number, and year that the work was done, shall also be included. References may be checked for one or more of the final candidates.
3. A sample of at least one written report comparable to the written deliverables required for this project, prepared by member(s) of the team (identifying the author(s)). One sample only is required, and will be returned after proposal evaluation, upon request.

G. Cost Proposal

Provide a full description and breakdown of the expected expenditures of funds for the proposed project, as set forth in *Appendix A, Scope of Work*, in two forms: a task budget and a line item budget.

1. The task budget should present a breakdown of hours and expenses by task and subtask for the project. It should identify or refer to key personnel or job descriptions in relation to each task to provide a full explanation of the resources committed to the project and should include the hourly rates for all personnel. (Key personnel should be named; other personnel may be listed by job description.) Expenses should be listed so that all project costs are indicated. Costs for a workshop should be separated from costs for a tabletop exercise.
2. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The key personnel billing rates included in the proposal are the rates that will be used to determine costs for any executed Task Orders, as set forth in *Appendix A, Scope of Work*.

The line item budget should be set forth on the Cost and Price Analysis Form attached hereto as *Appendix B* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000.

H. California Levine Act Statement.

Submit a signed Levine Act statement (*Appendix E*).

I. Insurance Requirements.

Submit a signed Insurance Provisions document (*Appendix C-1*).

J. Federally-required certifications.

Submit federally-required certifications related to lobbying, debarment, and subcontractor information (*Appendices D-1, D-2, D-3, D-4, and D-5*).

IV. PROPOSAL EVALUATION

A. Review for General Responsiveness

The Project Manager, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section III, Form of Proposal. Any proposal that fails to

satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements in this RFP will not be considered.

The Project Manager, in consultation with the MTC Office of General Counsel, will then conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section III, Form of Proposal. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section III, Form of Proposal, may be considered complete and generally responsive, if evaluation in every criterion is possible.

MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

B. Evaluation Factors

Responsive proposals will be evaluated by a panel of staff representatives from MTC, CHP, Caltrans and transit agencies, based on the following evaluation factors in order of relative importance:

40%	Qualifications & References	<p>(a) Team and individual expertise and experience in emergency response and management consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), including development of emergency operations plans, preparation of exercise scenarios, and conducting multi-agency tabletop and functional exercises. If relevant, past performance will be considered as part of this evaluation factor. (15%)</p> <p>(b) Team and individual familiarity with the Bay Area and its institutional relationships in the transportation and emergency management communities. (15%)</p> <p>(c) Team and individual expertise and experience in multimodal regional transportation operations and planning, including freeways and public transportation. (10%)</p>
25%	Detailed Work Plan	<p>Demonstrated understanding of approach to be followed for performing and managing work activities.</p> <p>Identify steps needed to design, implement and evaluate exercises.</p> <p>Identify the benefits of workshops that could lead to functional exercises.</p>
20%	Cost Proposal	<p>Effectiveness of the total cost estimate provided in both the task budget and line item budget (<i>Appendix B, Cost and Price Analysis Form</i>). This includes the accurate preparation and completion of the task budget and the <u>Cost and Price Analysis Form</u>.</p>
15%	Written & Verbal	<p>Clear and concise written skills as demonstrated in the organization and quality of the written proposal and submitted sample report. If</p>

Communication Skills	interviews are conducted, verbal communications should be articulate and informative.
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Following the evaluation, the panel may elect to recommend award to a particular proposer or develop a “short list” of proposers with a reasonable likelihood of being awarded the Contract for interviews. References may be checked for one or more of such short-listed proposers prior to final evaluation.

Following interviews of the short-listed firms (if held), the evaluation panel will conduct the final evaluation, based on the written proposals and oral interviews. The MTC Project Manager will then recommend a Consultant to be forwarded to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the MTC Operations Committee for approval.

MTC reserves the right to not convene interviews and to make an award on the basis of written proposals, alone. Further, MTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information from the proposers at any stage of the evaluation.

V. GENERAL CONDITIONS

A. Limitations

This RFP does not commit the MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the consultant whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted in response to this RFP shall constitute a binding offer from the proposer to contract with MTC according to the terms of the proposal for a period of ninety (90) days after the proposal due date.

D. Contract Arrangements

A synopsis of MTC’s contract provisions is enclosed for your reference as *Appendix C*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC’s standard contract provisions, unless such language is protested in accordance with Section V.E below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix C-1*, within five (5) days of MTC’s notice that it is the successful proposer. Requests to change MTC’s insurance requirements should be submitted on or prior to

the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix D*.

All work under Task 4 of *Appendix A*, Scope of Work will be assigned pursuant to MTC-initiated task orders. Payment for work performed under task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager. A sample task order form is attached hereto as part of *Appendix F*, Task Order Process.

E. Selection Disputes

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days (by 4:00 p.m. on the 3rd day) prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days (by 4:00 p.m. on the 3rd day) after the date the proposer is notified that it did not meet the minimum qualifications, did not satisfy DBE requirements, or was found to be non-responsive; or
3. No later than three (3) working days (by 4:00 p.m. on the 3rd day) after the date on which the contract is authorized by the MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes the award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no less than three (3) working days (by 4:00 p.m. on the 3rd day) after receipt of the written response from the Executive Director. The Operation Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted by a proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the MTC Operations Committee has authorized award.

G. UDBE and Disadvantaged Business Enterprise (DBE) Information

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Consultant's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 0% for this contract; the UDBE goal applies to all non-discretionary tasks. While there is a 0% UDBE contract goal, respondents are still required to document their activities in the solicitation and selection of subconsultants on *Appendices D-3, D-4, and D-5*, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix D*.

Appendices D-1, D-2, D-3, D-4, and D-5 are Caltrans-required forms. Proposers ***must*** complete *Appendices D-1, D-2, D-3, D-4 and D-5* according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

1. Terms As Used In This Document

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term "proposer" refers to firms submitting Solicitation of Quotations (SOQs) in response to this RFQ; the term "proposal" means the SOQ.
- The term "Contract" also means Agreement.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. Authority and Responsibility

- 2.1 DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- 2.2 Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. Submission of DBE Information

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A. “Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information” form, *Appendix F* will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE Participation General Information

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- 4.1 A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- 4.2 A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.

- 4.3 A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- 4.4 A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- 4.5 The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- 4.6 A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. Resources

- 5.1 The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- 5.2 Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form.
- 5.3 How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:
- 6.1. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- 6.2. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- 6.3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- 6.4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Prompt Payment of Subcontractors

Under 49 CFR Part 26, consultants are required promptly to pay subcontractors (DBE and non-DBE) all amounts to which the subcontractors are entitled for work that has been satisfactorily performed and for which the Consultants have received payment, in accordance with the terms of the applicable subcontracts. (See 49 CFR § 26.69.) Accordingly, contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the contractor by the MTC. Any subcontract in excess of \$25,000, entered into as a result of this procurement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

I. Confidentiality

MTC and its partner agencies may receive from its project contractors information and data regarded as proprietary and confidential. The selected Consultant and subconsultants (as appropriate) will be expected to sign a nondisclosure agreement protecting such confidential

information and agreeing to not disclose it to third-parties who have not also signed nondisclosure agreements.

J. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the consultant is subject to the prior written approval of MTC. Removal of any key staff persons identified in the proposal without written consent of the MTC Project Manager may be considered a material breach of contract.

APPENDIX A, SCOPE OF WORK

Task 1 – Detailed Scope of Work and Schedule

Consultant shall assist MTC and the TRP Steering Committee with identifying the best approach for developing a two-year exercise program, conducted over a three-year period, that is most responsive to the exercise and training needs of the region's transportation agencies. The Consultant shall consider the current annual exercise program versus adopting the Homeland Security Exercise and Evaluation Program (HSEEP) multi-year training and exercise program approach. Consultant shall recommend specific activities (workshops/seminars/training, etc.) that could be accomplished to prepare for the regional exercise(s) and present the recommendations at up to two TRP Steering Committee meetings. Consultant is expected to attend all TRP Steering Committee meetings and present materials where exercise planning and design are on the agenda. Based on the recommendations of MTC and the TRP Steering Committee, the Consultant shall proceed with developing the "Detailed Scope of Work and Schedule".

Consultant shall develop a detailed workscope and schedule for a two-year exercise program, based on *Deliverable 1a*, that could incorporate workshops, seminars and/or tabletop exercises, culminating in one or more region-wide transportation functional exercise. Consultant shall review available reports, coordinate and facilitate a series of meetings with MTC, Caltrans, CHP, transit agencies, Cal EMA Coastal Region and representatives for Golden Guardian to develop a thorough understanding of work completed to date, work underway or planned for 2011-2012. To the extent possible, the exercise program and subsequent plan should be coordinated with other regional and statewide exercises planned for 2011 and 2012.

The region-wide functional exercise should be developed to test as many aspects as possible of the RTEMP/TRP and RECP Transportation Subsidiary Plan using scenarios aligning with upcoming Golden Guardian exercises (2011-Catastrophic Flood; 2112-Southern California earthquake), as appropriate. The exercise plan shall incorporate recommendations from previous tabletop and functional exercises recently conducted.

Consultant shall work closely with the MTC Project Manager to prepare the draft version of the scope of work and schedule for conducting the two-year exercise plan. Consultant shall present the draft at up to two TRP Steering Committee meetings.

The Freeway Management Executive Committee (FMEC), which includes executive staff representatives from CHP, Caltrans and MTC, and the TRP Steering Committee, which includes staff representatives from the Bay Area's largest transit agencies, Caltrans and MTC, will provide policy direction and technical coordination for the development of the exercises.

Consultant shall work closely with MTC's project manager to develop the final version of the exercise schedule and work plan that responds to stakeholders' comments at up to two TRP Steering Committee and FMEC meetings.

Deliverable 1a:	Exercise Approach
Deliverable 1b:	Draft Detailed Workscope and Schedule
Deliverable 1c:	Final Detailed Workscope and Schedule

Task 2-Tabletop Exercises/Workshop/Evaluation Report

Based on the findings of *Deliverable 1a*, the Consultant shall organize and conduct two tabletop exercises or two workshops or a combination of one tabletop exercise and one workshop, using the recommended objectives listed below and/or any additional topic areas as identified by MTC and the TRP Steering Committee. Consultant shall prepare key documents and coordinate an exercise design team composed of TRP Steering Committee members. The design team will be used to design, manage and control the tabletop exercises and/or workshops. Each tabletop exercise/workshop plan shall define the purpose and objectives of the exercise/workshop, provide orientation materials (ground rules for exercise, scenario and assumptions to guide the exercise) and identify key questions and issues that should be addressed during the exercise.

Areas of focus, include, but are not limited to:

- Resource Prioritization with REOC and the County Operational Areas
- Response and Recovery Coordination among Caltrans, Cal EMA, CHP, SF WETA, FEMA and MTC under the MAC system
- Coordination of Cal EMA and County Op Area mutual aid requests for fixed route and paratransit resources
- Mass Transportation Evacuation

Consultant shall work with MTC, TRP Steering Committee, and the exercise design team to define and develop the scenario to be used for the tabletop exercises/workshop. It is anticipated that the tabletop exercises/workshop and scenarios will be varied. For example, the tabletop exercises may address the immediate response period, recovery period, or a man-made or natural disaster. As part of this task, Consultant shall recommend which scenarios to use, and develop and present recommendations with an accompanying rationale.

Consultant shall provide logistical and administrative support, including facilitators, evaluators, and subject matter experts. The Consultant shall develop exercise deliverables and supporting materials for conducting the tabletop exercise or workshop. Consultant shall develop training, exercise evaluation guides, and other materials for all exercise controllers and evaluators. Consultant shall facilitate up to five meetings with the exercise design team for each exercise.

Consultant shall present the draft Tabletop Exercise Plan or Workshop Plan at up to four TRP Steering Committee meetings. Consultant shall prepare the final version by responding to comments as appropriate. The final plan shall be presented to the TRP Steering Committee for their acceptance.

Consultant shall develop an exercise evaluation summary or workshop summary. The summary report shall include general observations, a summary of the participant critiques, and recommendations and/or corrective actions. Each participating agency will review the draft evaluation summary report, and Consultant shall prepare the final version by responding to comments as appropriate. The draft summary report shall be reviewed by MTC and presented at

two TRP Steering Committee meetings, and revised by Consultant to respond to comments. The final summary report shall be presented to the TRP Steering Committee for their acceptance.

All deliverables and presentation materials shall be provided to MTC for review three weeks in advance of the TRP Steering Committee meetings.

- Deliverable 2a:** **Tabletop/Workshop #1—Draft/Final Tabletop Exercise Plan or Workshop Plan**
- Deliverable 2b:** **Tabletop/Workshop #1—Conduct Tabletop Exercise or Workshop and Present Draft/Final Exercise or Workshop Evaluation Summary**
- Deliverable 2c:** **Tabletop/Workshop #2— Draft/Final Tabletop Exercise Plan or Workshop Plan**
- Deliverable 2d:** **Tabletop/Workshop #2— Conduct Tabletop Exercise or Workshop and Present Draft/Final Exercise or Workshop Evaluation Summary**

Task 3 –Functional Exercise/After Action Report & Improvement Plan

The purpose of this task is to plan, design, and conduct one or more regional transportation Functional Exercises. Consultant shall prepare the key documents that will be used to manage, control and conduct the functional exercises such as the Master Document, Exercise Plan, Control Staff Instructions, Evaluator Plan, After Action Report and Improvement Plan. The exercise plan will define the purpose and objectives of the exercise, provide orientation materials (ground rules for exercise, scenario and assumptions to guide the exercise) and identify the key questions and issues that should be addressed during the exercise. The functional exercise should build upon the tabletop exercise or workshop conducted in Task 2.

Consultant shall coordinate an exercise design team that will be used to design the exercise plan to manage and control the functional exercise. The Consultant shall develop the exercise plan based on input from the TRP Steering Committee and the exercise design team, and will review the plan at up to three meetings, and if necessary, modify the exercise plan to respond to comments. The functional exercise plan will be used at each participating agencies' EOC at the start of the functional exercise to orient staff and initiate the exercise. It will define the exercise goals and objectives, establish the timeframe and procedures, and contain all information that will be given to EOC staff during the exercise. It will also provide the Evaluators with the framework, forms, and instructions to be used in evaluating the exercise at each EOC.

Consultant shall have primary responsibility for developing the Control Staff Instructions (COSIN). The COSIN will be used in the Simulation Center to orient simulators, define roles and procedures, and present all Master Scenario Events List (MSEL) injects crafted for the exercise. The draft COSIN will be reviewed with MTC's Project Manager, and then modified by Consultant to respond to comments.

Consultant shall provide all support necessary to ensure the success of the Functional Exercises. This task is anticipated to include training sessions for Simulators (Master Sequence of Events Listing workshop) and Evaluators to address focus areas and objectives identified in Task 2

and/or by the TRP Steering Committee. Each transportation agency is expected to conduct training sessions for its EOC staff without direct assistance from the Consultant.

Consultant shall organize, prepare material, and lead: 1) all exercise design and MSEL planning conferences; 2) the training sessions for Simulators and Evaluators; 3) MSEL workshop to develop injects; and 4) the functional exercise and “hotwash” debriefing sessions. Consultant shall have primary responsibility for coordination with RECP, Golden Guardian, or other exercises. Consultant shall ensure the appropriate staff serves as Simulators and will provide Evaluators and/or controllers, for each participating agency on the day of the exercise, and will make all necessary arrangements to establish a Simulation Center for the exercise.

Consultant shall serve as the Exercise Controller and shall develop an After Action Report (AAR) for the functional exercise. The AAR will include an executive summary, information from the evaluator, the participant critiques, and the “hot wash” debrief conducted immediately after the end of the exercise. The AAR will include an evaluation of the fulfillment of each objective, general observations, a summary of the participant critique, the hot wash feedback, recommendations and a corrective action/Improvement Plan. The AAR shall include a separate section for each participating agency, as well as an executive summary that will address common themes and issues. Each participating agency (estimated between 10 to 15 agencies) will review its draft AAR, and Consultant shall prepare the final version by responding to comments as appropriate. The AAR draft executive summary will be presented at two meetings, and revised by Consultant to respond to comments. The draft and final AAR will be presented at up to four meetings (TRP Steering Committee and FMEC).

Based on the results of previously conducted tabletop and functional exercises, the Consultant shall develop recommendations to enhance regional emergency response coordination and management by the transportation agencies. The recommendations should assess the communication, coordination and decision-making processes of transportation and participating emergency response agencies. The Consultant shall assist with developing a process for implementing the regional improvement plan. The draft report shall be reviewed at up to four committee meetings. Consultant shall develop the final report to respond to comments as appropriate, and will be presented at up to two meetings. All deliverables and presentation materials shall be provided to MTC for review three weeks in advance of the TRP Steering Committee meetings.

- | | |
|------------------------|---|
| Deliverable 3a: | Functional Exercise #1—Draft and Final Exercise Plan, Control Staff Instructions and Evaluator Plan, presented at up to four meetings |
| Deliverable 3b: | Functional Exercise #1—Facilitate exercise design meetings and conduct of Training and Exercise |
| Deliverable 3c: | Functional Exercise #1—Draft and Final Executive Summary, After Action Report, Agency-Specific and Regional Improvement Plan, presented at up to four meetings |
| Deliverable 3d: | Functional Exercise #2—Draft and Final Exercise Plan, Control Staff Instructions and Evaluator Plan presented at up to four meetings |

Deliverable 3e: Functional Exercise #2— Facilitate exercise design meetings and conduct of Training and Exercise

Deliverable 3f: Functional Exercise #2—Draft and Final Executive Summary, After Action Report and Agency-Specific and Regional Improvement Plan, presented at up to four meetings

Task 4 – Task Order(s)

Task orders may be issued for the Consultant to provide emergency preparedness support in focused areas of emergency preparedness planning, mitigation, response, recovery and operations. Activities could include the following: (1) assist with the development of a Continuity of Operations Plan for MTC; (2) assess paratransit emergency response plans and develop immediate response dispatcher and vehicle operator procedures; (3) develop educational materials and outreach campaign for service contractors, employees, clients and public health agencies to raise awareness about paratransit services and expectations; (4) develop/conduct emergency/safety training compliant with ICS/SEMS/NIMS in the Northbay counties or according to geographical groupings of similar-type provider agencies throughout the nine-county region. All work related to Task 4 will be assigned pursuant to signed task orders. The task orders resulting from this RFP will be compensated on a deliverables or time and materials basis. A sample task order form is attached hereto as part of *Appendix F, Task Order Process*.

Scope of work and deliverables for Task Orders will be determined by Partnership Transit Accessibility Committee, TRP Steering Committee, and the MTC Project Manager or designee.

APPENDIX B, COST AND PRICE ANALYSIS FORM¹

COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS				
			PURCHASE REQUEST NUMBER	
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT		
DETAIL DESCRIPTION	ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)	
1. DIRECT LABOR(Specify)				
TOTAL DIRECT LABOR				
2. BURDEN (Overhead-specify) Dept. or Cost Center	Burden Rate	X BASE	BURDEN (\$)	
TOTAL BURDEN				
3. DIRECT MATERIAL				
TOTAL MATERIAL				
4. SPECIAL TESTING (Including field work at Government installations)				
TOTAL SPECIAL TESTING				
5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse)				
6. TRAVEL (If direct charge)				
a. TRANSPORTATION				
b. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
7. CONSULTANTS (Identify - purpose - rate)				
TOTAL CONSULTANTS				
8. SUBCONTRACTORS (Specify in Exhibit A on reverse)				
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)				
10. TOTAL DIRECT COST AND BURDEN				
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)				
12. TOTAL ESTIMATED COST				
13. FIXED FEE OR PROFIT (State basis for amount in proposal)				
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT				
15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION				

¹ Form is available in Excel. Ask Project Manager for copy by email.

A. GOVERNMENT AUDIT PERFORMED	DATE OF AUDIT	ACCOUNTING PERIOD COVERED	
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT		C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? () NO () YES (IF YES, NAME AGENCY NEGOTIATING RATES)	
D. (If no Government rates have been established, furnish the following information)			
DEPARTMENT OR COST CENTER	RATE	TOTAL INDIRECT EXPENSE POOL	BASE FOR TOTAL
16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)			
NAME AND ADDRESS OF SUBCONTRACTOR(S)	SUBCONTRACTED WORK	SUBCONTRACT	
		TYPE	AMOUNT
TOTAL			
17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)			
TOTAL			
NO. OF CONTRACTOR EMPLOYEES: [] 500 AND UNDER [] OVER 500 [] OVER 750 [] OVER 1,000		STATE INCORPORATED IN:	
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR		

APPENDIX C, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: *See Appendix C-1, Insurance Requirements*, attached hereto

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX C-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnities' defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$3,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The

	policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
_____	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX D, DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. Equal Employment Opportunity. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.
2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.
 - A. Policy. It is the policy of MTC to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities. In connection with the performance of this Agreement, Consultant will cooperate with MTC in meeting these commitments and objectives.
 - B. Obligation of Consultant. Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - C. Prompt Payment of Subcontractors. Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Consultant shall pay all subcontractors for work for which Consultant has been paid by MTC and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or as soon thereafter as is reasonably feasible.
3. Title VI of Civil Rights Act of 1964. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$100,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$100,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from

which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontracts. Consultant must include all provisions of the Agreement, modified only to show the particular contractual relationship, in all its contracts over \$25,000 connected with carrying out its agreement, except contracts for standard commercial supplies of raw materials.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
9. Rights in Data. The Federal Government reserves certain rights, including patent rights and the right to use copyrighted materials, in all data and materials produced with federal funds.
10. State Energy Conservation Plan. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**APPENDIX D-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION²**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

² Form is available in Word. Ask Project Manager for copy by email.

APPENDIX D-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING³

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2010.

By:

(signature of authorized official)

(title of authorized official)

³ Form is available in Word. Ask Project Manager for copy by email.

**APPENDIX D-3, EXHIBIT 10-01 LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM					
Agency: MTC					
Location: 101 – 8 th Street, Oakland, CA 94607-4700					
Project Description: Regional Transportation Emergency Preparedness Exercises					
Proposal Date:			Total Contract Amount:		
Proposer's Name:					
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date the proposals are opened - include UDBE address and phone number)	PERCENTAGE AMOUNT OF EACH UDBE	
For Local Agency to Complete:					
Local Agency Contract Number: _____			Total Claimed Participation	\$_____	
Federal Aid Project Number: _____					%
Federal Share: _____					
Proposal Award Date: _____					
Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.					
_____ Print Name			Signature of Proposer		
_____ Local Agency Representative			Date	(Area Code) Tel. No.	
(Area Code) Telephone Number: _____					
For Caltrans Review:					
_____ Print Name			Local Agency Bidder - UDBE Commitment (Rev 3/09)		
_____ Caltrans District Local Assistance Engineer			Date		

Distribution: (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)
ALL PROPOSERS:**

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**APPENDIX D-4, EXHIBIT 10-02 LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
Agency: MTC				
Location: 101 – 8 th Street, Oakland, CA 94607-4700				
Project Description: Regional Transportation Emergency Preparedness Exercises				
Proposal Date:		Contract Goal: 0%		
Proposer's Name:				
CONTRACT ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	PERCENTAGE OF DBE
For Local Agency to Complete:			Total Claimed Participation	\$ _____ _____%
Local Agency Contract Number: _____				
Federal Aid Project Number: _____				
Federal Share: _____				
Contract Award Date: _____				
Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.				
Print Name _____ Signature _____ Date _____ Local Agency Representative			Signature of Proposer _____	
(Area Code) Telephone Number: _____			Date _____ (Area Code) Tel. No. _____	
For Caltrans Review:			Person to Contact _____ (Please Type or Print)	
Print Name _____ Signature _____ Date _____ Caltrans District Local Assistance Engineer			Local Agency Bidder - DBE Commitment(Rev 3/09)	

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.
(2) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

APPENDIX D-5, UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of **0%** for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally

performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Name of Proposing Company	
Signature of Authorizing Official	
Date	

APPENDIX E, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner:

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner:

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

APPENDIX F, TASK ORDER PROCESS

Task Orders will be numbered sequentially and by Fiscal Year (FY). For example, the first Task Order signed by the parties will be Task Order 1-10. Amendments will be numbered 1-10, 1.1-10, 2-10, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC Project Manager (PM), or designee, prepares a draft Task Order to issue to CONSULTANT. The PM may solicit feedback from CONSULTANT to facilitate drafting the Task Order.

Step 2* – CONSULTANT prepares a proposal in response to the draft Task Order. The proposal should follow the Task Order Form format specified herein *Appendix D*.

Step 3* – The MTC PM reviews CONSULTANT's proposal to determine if it meets the objectives of the draft Task Order and if CONSULTANT's proposed costs are reasonable. The PM may solicit early feedback from MTC senior management at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.

Step 4* – The MTC PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval.

Step 5* – Once approved, the MTC PM forwards two copies of the Task Order to the MTC Highway and Arterial Operations Director for review and approval.

Step 6* – The MTC Highway and Arterial Operations Director signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 7 – The MTC PM sends both copies of the signed Final Task Order to CONSULTANT, who signs both copies and returns one to the MTC PM.

Step 8 – The MTC PM sends one copy of the fully executed Task Order to the MTC Task Lead who initiates work, and sends another copy to MTC Accounting to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 9 – The MTC PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 10 – Once the MTC PM determines the Task Order is complete, the MTC PM will send written notification to CONSULTANT that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future task orders at the MTC PM's discretion.

Step 11 – The MTC PM will annually assess the need for a Contract audit.

**The MTC Project Manager may revise the Task Order and/or CONSULTANT may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX F-1
Sample Task Order

1. Task Order No. (include FY)	Example: 1-10; 2-10
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of work:	<i>Summarize key task expectations.</i> For more information, see attached <u>Task Order Budget and Schedule</u> and <u>Detailed Description of Work (attached)</u> .
5. Original Maximum Payment:	
6. Amended Maximum Payment:	Include each amendment to maximum payment, by amendment number, for particular fiscal year.
7. Completion Date:	Date Schedule attached.
8. Payment terms:	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Deliverables
9. DBE Participation, if any (firm name and \$ amount):	
10. DBE Participation to date this fiscal year: (\$ amount and % of Agreement maximum payment):	

7. Payment Terms

a. Deliverables-based.

	<u>Deliverable</u>	<i>Total Cost*</i>
1.		\$1
2.		\$1
3.		\$1
4.		\$1
Total:		\$4.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

b. Time and Materials

	<u>Name/Position</u>	<i>Est. Hrs</i>	<i>Hrly Rate</i>	<i>Total Cost*</i>
1.				\$1
2.				\$1
3.				\$1
Total:				\$3.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

METROPOLITAN TRANSPORTATION
COMMISSION

COMPANY NAME

Albert Yee, Director of Highway and Arterial
Operations

Date:

Signator Name, Title

Date

j/Contract/Contracts-New/MTC pathname

Task Order Schedule

<u>Deliverable/Milestone</u>		<u>Due Date</u>
		Date

Detailed Description of Work